

EXHIBIT A – Charging Parties

Charging Party	Charge No.
1. Bookman, Lorene	846-2015-02344C
2. Dawson, Courtney	541-2008-00129
3. Deeb, Lourdes	510-2008-01384; 510-2012-01087
4. Desiervi, James	430-2016-01223; 430-2016-01799C
5. Fajardo, Gustavo	541-2017-00032
6. Franco, Victor	480-2012-02049
7. Hernandez, Carlos	523-2018-00269
8. Jones, Cheyane	494-2016-00821C
9. Jones, Kenneth	490-2016-00588C
10. Martin, Jeffrey	532-2014-00733C
11. McGinnis, Joseph	530-2012-00593
12. Norton, Torrior	540-2013-01849C
13. Pilant, Shashikala	38G-2015-00068C
14. Pratt, Anthony	563-2010-01331
15. Ramirez-Savon, Fernando	543-2009-00285
16. Robinson, Ivory	531-2017-01167
17. Rodriguez, Jose	480-2014-02110C
18. Sanchez, Diana	480-2012-00107
19. Schumann, Brad	443-2012-01130
20. Thomas, Gregory	846-2011-46443
21. Valimont, Mark	450-2011-01382
22. Washington, Sonya	21B-2016-01985C
23. Weiss, Fred	17F-2012-60313
24. Whitehurst, Tina	440-2008-04965

EXHIBIT B – Claimants

1. Aamot, Matthew
2. Abbott, William
3. Addante, John
4. Akurigo, Philip
5. Albers, Darrie
6. Alcozer, Andrew
7. Allen, Earl
8. Alvarado, Jose
9. Andrews, Angela
10. Arnold, Earnest
11. Ayers, Sherri
12. Balm, Dustin
13. Baptist, Timothy
14. Barachina, Eddie
15. Barlow, Gregory
16. Bartley, Sandra
17. Bernard, Kevin
18. Bettes, Jason
19. Ruszyk, Melina
20. Blecharz, Alain
21. Boyer, Colleen
22. Bradford, Jeremy
23. Brown, Arthur
24. Bruins, Cherrylene
25. Bryant, Christina
26. Bucker, Lawrence
27. Bullman, Jonathan
28. Carman, Lorraine
29. Carter, Andre
30. Casey, Sabrina
31. Cayton, Christopher
32. Centeno, Mauricio
33. Cevallos, Pablo
34. Cherry, Robert
35. Cobbs, Kenneth
36. Cofield, Henry
37. Cole, Thomas
38. Contreras, Jose
39. Cooper, Douglas
40. Cooper, Kelley
41. Corral, Daniel
42. Cucinotta, Jeffrey
43. Daniels, Miracle

44. Darner, Austin
45. Da Silva, Phillip
46. Davis, Jonathon
47. Davis, Michael
48. Dazey, Jacob
49. Dean, Mark
50. Dean, Tracey
51. Degroff, Marc
52. Diaz, Miguel
53. Dickens, Randy
54. Dones, Mary Jo
55. Douglas, Terry
56. Duesenberry, Timothy
57. Earnest, Robert
58. Easter, Mollie
59. Eboli, John
60. Echavarria, Jonah
61. Enticknap, Michael G.
62. Evans, Bridgette
63. Everett, Larry
64. Finch, Annie
65. Fletcher, Edward
66. Folsom, Robert
67. Forbes, Melissa
68. Foster, Carolyn
69. Funabashi, Eita
70. Galgano, Mark
71. Gantt, Angelina
72. Garcia, Rafael
73. Garcia, Ruben
74. Gibbs, Laquandra
75. Glover, Vincent
76. Gomez, Phillip
77. Gonzalez, Christopher
78. Green, Jameson
79. Griffin, Alecia
80. Harbison, Jacob
81. Harris, Jason
82. Hernandez, Jose
83. Hisel, Brent
84. Howard, Ryan
85. Huckle, William S.
86. Hwaga, Stephen
87. James, Nigle
88. Jimenez, Federico

89. Johnson, Rosemary
90. Klenk, Jacob
91. Knopp, Jerhomey
92. Knutson, Ty
93. Kraus, Ryan
94. Krpan, James
95. Kulwitzky, Caleb
96. Laine, Jon
97. Land, Denise
98. Lastfogel, Jon
99. Laury, Mary
100. Lorenz, Sean
101. Lucas, Bruce
102. Lynn, Regina
103. Manning, Chiquita
104. Marquez, Eduardo
105. Mastrobuono, Steve
106. Mathis, Cicily
107. Mathis, Mark
108. Mayweather, Steven
109. McBride, Randall
110. McChesney, Jay
111. Mcinnes, George
112. Mendoza, Britney
113. Mendoza, Greg
114. Metcalf, Gary
115. Metteer, Dick
116. Miller, Eric
117. Mitchell, Gerard
118. Mohr, Russell
119. Mueller, Thomas
120. Murbach, Joanne
121. Nieukirk, Roy
122. Nieukirk, Sandra
123. Nieves, Joseph Cerna
124. Norton, Irene
125. Obryan, Charles
126. ONeal, Duntaveous D
127. Oranit, Francis
128. Ortegon, Jeremiah
129. Ortiz-torres, Javier
130. Ott, Algene
131. Overton, Christy
132. Palmer, Mahalia
133. Pasquale, III, Francis

134. Patrick, Patricia
135. Pedroza, Louis
136. Pennington, Anna
137. Penny, Brantley
138. Perez, Joseph
139. Petidos, Daniel
140. Pham, Tai
141. Posada, Javier
142. Quijano, David
143. Quinn, Edward
144. Ramirez, Cynthia
145. Ranck, Faith
146. Randolph, Patricia
147. Raney, Rachel
148. Reasol, Olga
149. Reasol, Ronz Ian
150. Reazin, Sarah
151. Redmond, Steven
152. Reyes, Patricia
153. Richardson, David
154. Richie, Sr., Marcus
155. Robles, Alexander
156. Rodriguez, Fermin
157. Russell, Lisa
158. Sadowski, Jonathan
159. Sadowski, Robert
160. Sample, Timothy
161. Sanders, Sam
162. Santiago, Wendy
163. Schroeder, Paia
164. Scott, Leigh
165. Seib, Stephen
166. Shakro, Jacob
167. Smith, Brian
168. Smith, Timothy
169. Snare, Justin
170. Speros, Stephanie
171. Stafford, Richard
172. Starr, Samuel
173. Starratt, Lawrence
174. Staykova, Diana
175. Stepter, Gerrell
176. Stewart, Melvin
177. Stone, Paul
178. Thames, Jonelle

179. Thom, Scott
180. Thomas, Arlene
181. Trontz, Shaun
182. Turner, Hazel
183. Ugarte, Rafael Oropeza
184. Van Bavel, Brian
185. Van Horn, Heather
186. Van Wieringen, Kevin
187. Van Wieringen, Toni
188. Vilavong, Angela
189. Villa, Daniel
190. Vooris, Brian
191. Wah, Sr., Dominic
192. Walker, Kerry
193. Walston, Kimberly
194. Warren, Gladys
195. Watkins, Raquel
196. Watson, David
197. White, Alene
198. White, Daniel
199. White, Keith
200. Wilder, Stephen
201. Wintrode, Beth
202. Wisler, Michelle
203. Woehrel, Christopher
204. Wohler, Sonya
205. Ziah, Tody

EXHIBIT C

**NOTICE TO APPLICANTS AND EMPLOYEES POSTED
PURSUANT TO RESOLUTION OF EEOC v. FEDEX GROUND (W.D. Pa. 15-cv-256)**

The Americans with Disabilities Act (“ADA”) prohibits employers from discriminating against an applicant or employee based on disability. This includes failing to make a reasonable accommodation to an applicant’s or employee’s known hearing disability where the accommodation does not create an undue hardship for the employer and will enable the applicant or employee to participate fully in the application process, perform the essential functions of his or her position, and/or enjoy equal benefits and privileges of employment.

FedEx Ground will not discriminate against any individual on the basis of hearing disability and will provide reasonable accommodation as described above. If you have a hearing disability and require reasonable accommodation, you should direct your request to your manager or local Human Resources representative, or email accom@fedex.com. After making a request for an accommodation:

- a FedEx Ground representative will meet with you to discuss your limitations and possible accommodations;
- an accommodation form will be completed;
- if you are an employee, you will be provided with a copy of the form, which includes FedEx Ground’s decision on your accommodation request; and
- if your request for accommodation is denied, you can appeal the denial.

If you have questions or concerns about FedEx Ground’s reasonable accommodation process, you should contact Human Resources at accom@fedex.com.

If you believe you have been discriminated against because you have a hearing disability, or that FedEx Ground has failed to provide you a reasonable accommodation for such a disability, please contact the FedEx AlertLine at 1-866-42-FedEx (1 866-423-3339) or go to www.fedexalertline.com. You may also file a Charge of Discrimination with the EEOC. For more information visit www.eeoc.gov or contact your nearest EEOC office. The law prohibits retaliation against persons who complain about discrimination to FedEx Ground or file Charges of Discrimination with the EEOC.

THIS IS AN OFFICIAL NOTICE AND MAY NOT BE DEFACED BY ANYONE

This Notice must remain posted and may not be altered, defaced, or covered by other material.

Date

FedEx Ground

EXHIBIT D

[Month] [Day], 2020

[First Name] [Last Name]
[Street Address or P.O. Box]
[City or Town], [State] [Zip Code]

Re: EEOC v. FedEx Ground Package System, Inc.
Case No. 15-cv-00256 (W.D. Pa.)

Dear [NAME]:

The Equal Employment Opportunity Commission (“EEOC”) sued FedEx Ground alleging the company violated the Americans with Disabilities Act (“ADA”) by failing to hire or provide reasonable accommodation to deaf or hard-of-hearing Package Handlers and applicants. While FedEx Ground denied EEOC’s claims, EEOC and FedEx Ground reached an agreement to settle EEOC’s lawsuit. [Fund Administrator] has been chosen by the Parties to administer payments to persons entitled to receive a payment from the settlement.

You are eligible to receive \$[PAYMENT] from the settlement. Your payment is not subject to tax withholdings, but it is taxable and will be reported by [Fund Administrator] to the IRS. You will be issued an IRS Form 1099 for the payment. **You will be responsible for paying any taxes on the amount of your payment.**

In order to obtain the payment, you must read, sign, and return the enclosed Specific Release Agreement (“Release”) and any enclosed tax forms to [Fund Administrator] using the pre-paid return envelope we provided. To facilitate your payment [Fund Administrator] should receive your signed Release within SIXTY (60) days.

For more information about the monetary settlement of the lawsuit, this letter and the Release, and how monetary award payments will be processed, please visit our website for this case at [web address]. The website also contains an American Sign Language (ASL) video with this information.



If you have an updated address, please provide it on the Release. It is important that we have your updated address so that the payment is mailed to the correct address.

You should retain a copy of your signed Release for your records.

If you have any questions you should visit our website or you may contact me directly at [Fund Administrator Contact Info]. Please note, however, while we can answer general questions about the settlement and Release, we cannot provide you with legal advice or recommendations

about whether you should sign the Release. If you have questions about the legal impact of the Release you should discuss it with your own attorney.

Thank you for your cooperation.

Sincerely,

[First Name] [Last Name]
[Fund Administrator]

EXHIBIT E

[Month] [Day], 2020

[First Name] [Last Name]
[Street Address or P.O. Box]
[City or Town], [State] [Zip Code]

Re: EEOC v. FedEx Ground Package System, Inc.
Case No. 15-cv-00256 (W.D. Pa.)

Dear [NAME]:

The Equal Employment Opportunity Commission (“EEOC”) sued FedEx Ground alleging the company violated the Americans with Disabilities Act (“ADA”) by failing to hire or provide reasonable accommodation to deaf or hard-of-hearing Package Handlers and applicants. While FedEx Ground denied EEOC’s claims, EEOC and FedEx Ground reached an agreement to settle EEOC’s lawsuit. [Fund Administrator] has been chosen by the Parties to administer payments to persons entitled to receive a payment from the settlement.

You are eligible for a payment in two parts. The first part is in the gross amount of \$[BACK PAY], but the actual amount will be less than this because this part of your payment is subject to tax withholdings. [Fund Administrator] will report this portion to the IRS, and you will be issued a form W-2 for this first part. The second part of your payment is in the amount of \$[PAYMENT]. This part of your payment is not subject to tax withholdings, but it is taxable and will be reported by [Fund Administrator] to the IRS. You will be issued an IRS Form 1099 for this part of the payment. **You will be responsible for paying any taxes on both parts of your payment.**

In order to obtain the payment, you must read, sign, and return the enclosed Specific Release Agreement (“Release”) and any enclosed tax forms to [Fund Administrator] using the pre-paid return envelope we provided. To facilitate your payment [Fund Administrator] should receive your signed Release within SIXTY (60) days.

For more information about the monetary settlement of the lawsuit, this letter and the Release, and how monetary award payments will be processed, please visit our website for this case at [web address]. The website also contains an American Sign Language (ASL) video with this information.



If you have an updated address, please provide it on the Release. It is important that we have your updated address so that the payment is mailed to the correct address.

You should retain a copy of your signed Release for your records.

If you have any questions you should visit our website or you may contact me directly at [Fund Administrator Contact Info]. Please note, however, while we can answer general questions about the settlement and Release, we cannot provide you with legal advice or recommendations about whether you should sign the Release. If you have questions about the legal impact of the Release you should discuss it with your own attorney.

Thank you for your cooperation.

Sincerely,

[First Name] [Last Name]
[Fund Administrator]

EXHIBIT F

EEOC v. FEDEX GROUND PACKAGE SYSTEM (W.D. Pa. 15-cv-256)
SPECIFIC RELEASE OF CLAIMS FOR COVERED AGGRIEVED INDIVIDUAL

I, [AI name], understand that the Equal Employment Opportunity Commission (“EEOC”) and FedEx Ground Package System, Inc. (“FedEx Ground”) settled the above lawsuit through a Consent Decree. I also understand that EEOC considers me to be an aggrieved individual covered by and entitled to a payment under the Decree.

In exchange for and effective upon my receipt of the payment of [AI’s payment amount], which is valuable consideration, I acknowledge and agree to the following terms in this Specific Release of Claims (“Release”);

1. The payment will be reflected on an Internal Revenue Service (“IRS”) Form 1099 near the end of the calendar year in which payment is made. Monies reported on IRS Form 1099 will not be reduced for taxes or other payroll deductions, and I understand that I may owe taxes on the amounts reported to me on IRS Form 1099. I further understand that the payment will be forwarded to me by a Fund Administrator, but for purposes of this Release shall have the same effect as if paid directly by FedEx Ground.
2. I hereby waive and release any claims of disability discrimination under the Americans with Disabilities Act against FedEx Ground and its directors, officers, employees, agents, successors, and assigns (collectively “Company”) based on an allegation that before [Effective Date from Decree] the Company discriminated against me based on hearing disability in the job application or hiring process and/or failed to accommodate my hearing disability while employed as a Package Handler, as alleged in *Equal Employment Opportunity Commission v. FedEx Ground Package System, Inc.* (W.D. Pa. 15-cv-256).
3. The payment is not an admission of wrongdoing of any kind by the Company.
4. The only consideration offered to me for signing this Release is the payment and no other promises or assurances have been made to me by the Company, EEOC, and/or any other entity or person as an inducement for me to sign the Release.
5. FedEx Ground has made no representations, warranties, or promises of any kind regarding the tax consequences of the payment, and I am responsible for any federal, state, and local taxes required by law to be paid by me with respect to the payment.

6. I have carefully read this Release and fully understand the extent and importance of its provisions. I am competent to execute this Release, have had a full opportunity to consider and understand its terms and to consult with my own advisors, and have voluntarily decided to sign this Release.

Signature

Date

Name (Please Print)

Changed address (if applicable):

EXHIBIT G

EEOC v. FEDEX GROUND PACKAGE SYSTEM (W.D. Pa. 15-cv-256)
SPECIFIC RELEASE OF CLAIMS FOR AGGRIEVED INDIVIDUAL

I, [AI name], understand that the Equal Employment Opportunity Commission (“EEOC”) and FedEx Ground Package System, Inc. (“FedEx Ground”) settled the above lawsuit through a Consent Decree. I also understand that EEOC considers me to be an aggrieved individual covered by and entitled to a payment under the Decree.

In exchange for and effective upon my receipt of the payment of [AI’s payment amount], which is valuable consideration, I acknowledge and agree to the following terms in this Specific Release of Claims (“Release”):

1. The payment will be issued in two parts, separately reflected on an Internal Revenue Service (“IRS”) Form W-2 and an IRS Form 1099 near the end of the calendar year in which payment is made. Unlike monies reported on Form W-2, monies reported on Form 1099 will not be reduced for taxes or other payroll deductions and I understand that I may owe taxes on the amounts reported to me on IRS Form W-2 or Form 1099. I further understand that the payment will be forwarded to me by a Fund Administrator, but for purposes of this Release the payment shall have the same effect as if paid directly by FedEx Ground.
2. I hereby waive and release any claims of disability discrimination under the Americans with Disabilities Act against FedEx Ground and its directors, officers, employees, agents, successors, and assigns (collectively “Company”) based on an allegation that before [Effective Date from Decree] the Company discriminated against me based on hearing disability in the job application or hiring process and/or failed to accommodate my hearing disability while employed as a Package Handler, as alleged in *Equal Employment Opportunity Commission v. FedEx Ground Package System, Inc.* (W.D. Pa. 15-cv-256).
3. The payment is not an admission of wrongdoing of any kind by the Company.
4. The only consideration offered to me for signing this Release is the payment and no other promises or assurances have been made to me by the Company, EEOC, and/or any other entity or person as an inducement for me to sign the Release.

5. FedEx Ground has made no representations, warranties, or promises of any kind regarding the tax consequences of the payment and I am responsible for any federal, state, and local taxes required by law to be paid by me with respect to the payment.
6. I have carefully read this Release and fully understand the extent and importance of its provisions. I am competent to execute this Release, have had a full opportunity to consider and understand its terms and to consult with my own advisors, and have voluntarily decided to sign this Release.

Signature

Date

Name (Please Print)

Changed address (if applicable):